



It's all about You!

January 4, 2006

Secretary  
Surface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423

RECORDATION NO. 26102 FILED

JAN 05 '06

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SURFACE TRANSPORTATION BOARD

Dear Sir,

Enclosed for recording with the Surface Transportation Board is a Memorandum of (Collateral) Assignment of Lease Agreement dated January 4, 2006 including the following parties and railroad equipment:

Lessor and Assignee: Everest Railcar Services, Inc.  
1533 W. Enterprise Drive  
Fayetteville, AR 72704

Assignor: United Bank  
2600 South Thompson  
Springdale, AR

Lessee: U.S. Silica Company  
106 Sand Mine Road  
Berkley Springs, W.V. 25411

Equipment: 8 railcars BTCX 456 thru 463

Please record this agreement as a primary document. The filing fee of \$30 is enclosed.

Summary: Memorandum of (Collateral) Assignment of Lease Agreement dated January 4, 2006 between Everest Railcar Services, Inc. as Assignee and United Bank as Assignor giving United Bank rights of assignment under the lease dated January 3, 2006 between Everest Railcar Service, Inc. as Lessor and U. S. Silica, Inc. as Lessee and collateral in 8 railcars within the series BTCX 456 thru BTCX 463.

Sincerely,



Jeanne R. Wilson  
Vice President, Commercial Lending, United Bank

**Main Office**  
2600 South Thompson Street  
Springdale, AR 72764  
(479) 756-8811  
Fax: (479) 750-3782

**Emma Branch**  
607 West Emma Avenue  
Springdale, AR 72762  
(479) 756-8811  
Fax: (479) 751-6924

**Joyce Branch**  
670 East Joyce Boulevard  
Fayetteville, AR 72703  
(479) 521-8811  
Fax: (479) 521-8816

www.united-bk.com

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## MEMORANDUM OF (COLLATERAL) ASSIGNMENT OF LEASE

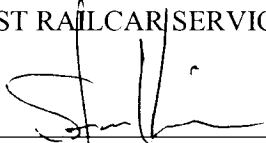
SURFACE TRANSPORTATION BOARD

The Memorandum of (Collateral) Assignment of Lease is hereby entered into as of the 4<sup>th</sup> day of January, 2006 by and between the United Bank Springdale, Arkansas, an Arkansas Corporation ("Bank"), and Everest Railcar Services, Inc., an Arkansas Corporation ("Assignor").  
WITNESSETH:

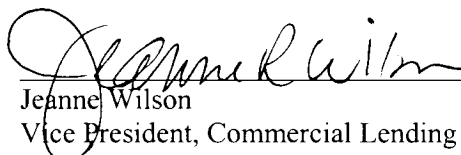
1. The Assignor hereby assigns, transfers and sets over unto Bank, all of the Assignor's right, title and interest (but not its obligations) in certain leases, hereinafter described in paragraph 2 infra, and any other Equipment Riders and schedules thereto (together, the "Lease", whether one or more) and all rents and other sums due thereunder, and all proceeds therefrom with respect to those certain railcars identified on the attached Exhibit "A" hereto (the "Railcars"), and all rents, renewal rents, proceeds of the settlement for the Railcars which are lost, destroyed or damaged beyond repair and all sums due and to become due under and pursuant to or by reason of the Lease, as well as any and all subleases of the Railcars.
2. The Assignor has assigned its interest, as set forth in paragraph 1 supra, in the following leases:
  - a) Rider No.01 dated the 3<sup>rd</sup> day of January, 2006 by Everest Railcar Services, Inc. of Master Lease Agreement USS-05B dated the 3<sup>rd</sup> day of January, 2006, with U.S. Silica as Lessee, and right to payment under said leases.
3. This assignment is given and intended as continuing collateral for the payment of the indebtedness of the Assignor (as "Grantor") to Bank (as "Lender") as provided for in the Commercial Security Agreement dated the 4<sup>th</sup> day of January, 2006 (the "Agreement"), including but not limited to any and all promissory notes executed thereunder (the "Promissory Notes"), including any and all interest thereon and expenses therefore and any and all extensions and/or renewals of the referenced indebtedness, whether such indebtedness shall at any time or from time to time have been reduced or paid in full and thereafter increased or reincurred, and no renewal of, or extension of time of payment of the subject indebtedness or any part thereof, and no agreement not to sue or release or discharge of any persons liable therefore or thereon, or release or exchange of other collateral or any act or thing whatsoever shall diminish, discharge, impair or affect this Assignment or the security afforded hereby, save payment in full by the Assignor to Bank of any and all indebtedness of the Assignor to Bank arising under the Agreement and the Promissory Note, while no default exists under any of the other provisions thereof. If such payment is made in full by the Assignor while no such default exists or if any such payment in full is made while any default exists and all such defaults are subsequently corrected by the Assignor, the Assignor shall be entitled to have the Assignment discharged.
4. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. This Memorandum of Assignment of Lease may be executed in any number of counterparts, each executed counterpart constituting an original but together only one memorandum of Assignment of Lease.

IN WITNESS WHEREOF, the parties hereto have cause this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

EVEREST RAILCAR SERVICES, INC., Assignor

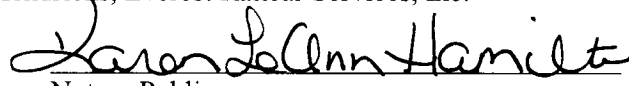
  
\_\_\_\_\_  
Steven Hendricks  
President

UNITED BANK, Assignee

  
\_\_\_\_\_  
Jeanne Wilson  
Vice President, Commercial Lending

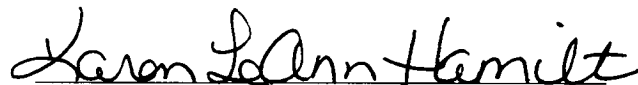
STATE OF ARKANSAS       )  
  ) ss.  
COUNTY OF WASHINGTON )

The foregoing Assignment of Lease was acknowledged before me this 4 day  
of January, 2006 by Steven Hendricks, Everest Railcar Services, Inc.

  
\_\_\_\_\_  
Notary Public

STATE OF ARKANSAS       )  
  ) ss.  
COUNTY OF WASHINGTON )

The foregoing Assignment of Lease was acknowledged before me this 4 day  
of January, 2006, by Jeanne Wilson, Vice President, United Bank Springdale,  
Arkansas.

  
\_\_\_\_\_  
Notary Public

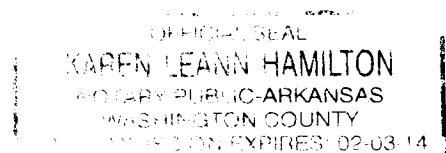
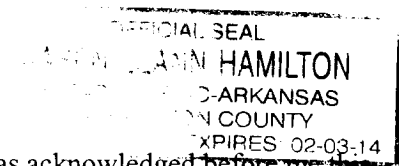


EXHIBIT "A"

**Current Status Legend**

- |                      |                        |
|----------------------|------------------------|
| 1. Enroute to Shop   | 2. Awaiting Inspection |
| 3. Awaiting Material | 4. Under Repair        |
| 5. Enroute to Lessee |                        |

	Old Car Mark	New Car Mark	Lessee	Shop Location	Current Status	Arrival Date
1	WC 85327	BTCX 456	US SILICA			
2	WC 85331	BTCX 457	US SILICA			
3	WC 85339	BTCX 458	US SILICA			
4	WC 85343	BTCX 459	US SILICA			
5	WC 85365	BTCX 460	US SILICA			
6	WC 85379	BTCX 461	US SILICA			
7	WC 85381	BTCX 462	US SILICA			
	WC 85320	BTCX 463	US SILICA			